



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the application of: Bernadette Craster et. al

Serial No: 10/542,654

Filed: July 19, 2005

For: SYSTEM AND METHOD FOR
MAINTAINING ZONAL ISOLATION IN A
WELLBORE

Attorney Docket No: 57.0513 US PCT

Customer No. 37003

Group Art Unit: n/a

Examiner: n/a

Mail Stop Missing Parts
Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

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I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Mail Stop Missing Parts, Commissioner for Patents, PO Box 1450, Alexandria, VA 22313-1450 on the date set forth below.

May 2, 2006
Date of Signature and of Mail Deposit

By:

James Conner
Paralegal

05/15/2006 GFREY1 00000132 190615 10542654 **PETITION UNDER RULE 1.47(a)**

02 FC:1463 Dear Sir, 200.00 DA

Petitioners' attorney petitions the Commissioner under Rule 1.47(a) to grant the filing date of July 19, 2005, notwithstanding the absence of a declaration signed by Dr. Roger J. Card, one of the joint inventors named on this application.

Petitioners' attorney submits herewith verified statements of pertinent facts showing that diligent efforts have been made to secure Dr. Roger Card's signature on the declaration, and a fee of \$200.00 as set forth in Rule 1.17(g).

As indicated in the accompanying statement and the attached Exhibits, Dr. Card agreed to cooperate with Schlumberger in securing patent protection for all inventions made by him during the course of his employment at Schlumberger. Petitioners' attorney

respectfully draws the Examiner's attention to item 2 of the executed "Intellectual property and Confidential Information Agreement" (Exhibit A). Said agreement was executed by Dr. Card on October 4, 2001.

Additionally, as set forth herein, Petitioners' attorney submits that numerous attempts have been made to contact Dr. Card at his last known address. Such attempts are outlined in the attached document titled "Exhibit B".


Exhibit C further contains a copy of the tracking and confirmation information for the Express Mail package sent to Dr. Card. As indicated in this tracking receipt, the Assignment, Declaration and Power of Attorney was originally forwarded to Dr. Card's last known address on August 2, 2005. This express mail package was received at Dr. Card's last known address on August 3, 2005, only to be returned to the sender on August 8, 2005 as undeliverable.

In accordance with the provisions of 37 CFR 1.47(a), Dr. Card's last known residence address is:

7819 Silent Forest Drive
Sugar Land, Texas 77479
United States

No additional fees are believed due in connection with this petition. However, if additional fees are due, please charge our Deposit Order Account No. 19-0615. A duplicate of this letter is provided for this purpose.

Respectfully submitted,



Vincent Loccisano, Esq.
Registration No. 55,397
Attorney for Petitioners

Date: May 2, 2006



EXHIBIT A

CONFIDENTIAL INFORMATION AGREEMENT

THIS AGREEMENT is made by and between Schlumberger Technology Corporation, a Texas corporation acting for itself and on behalf of its Affiliates (hereinafter referred to as "Company") and ROGER JOHN CARD (hereinafter referred to as "Employee"), and shall be effective as of the 4 day of Oct, 2001.

In consideration of Company's employment or continued employment of Employee and the payment of a salary or other remuneration, the Parties agree as follows:

1. Except as required in performing Employee's duties, Employee will not remove from Company's or its Affiliates' facilities any invention records, computer software, customer information, well logs or other client data, equipment, drawings, notes, reports, manuals, or other material whether produced by Employee or obtained from Company or its Affiliates. Employee agrees to return all such information and materials to Company or its Affiliates immediately upon request and in any event upon termination of employment. Employee will not publish or disclose to anyone outside of Company or its Affiliates, or use in any way other than in Company's business, any trade secrets or confidential technical or business information or material of Company or its Affiliates either during or after employment with Company.
2. Because of the position of trust and confidence Employee will occupy within Company, Employee has been or will be entrusted with valuable trade secrets and other confidential information belonging to Company and its Affiliates relating to the development and production of methods and apparatus particularly useful in the business of: i) well drilling and completions; ii) evaluating, treating and/or testing earth formations and boreholes, both cased and uncased; iii) interpreting the characteristics of earth formations and the applications of those interpretations, including reservoir management; iv) seismic surveying; and v) software development and data management related to the foregoing (hereinafter collectively referred to as "Field of Activity"). In order to protect Company against the unlawful disclosure of such trade secrets and confidential information to others, and to shield Employee from pressure to use or disclose such secrets and information, Employee agrees that for a period of one (1) year following the date of termination of employment with Company or an Affiliate, Employee will not engage either directly or indirectly in the Field of Activity for Employee's personal account or as a consultant to or employee of another organization.
3. Company has attempted to place the most reasonable limitations on Employee's subsequent employment opportunities consistent with protection of Company's valuable business interests. In order to accommodate Employee when reasonably possible, Company may grant a waiver, which may be unqualified or based upon stated conditions, of the limitation specified in Paragraph 2 provided that Employee makes a written request to Company for such waiver before accepting employment in conflict with Paragraph 2. Such a request must include the name and address of the proposed organization with which Employee seeks employment and the position and duties Employee expects to occupy and exercise. The Company will promptly consider such requests, and an appropriate waiver will not be unreasonably withheld.
4. Employee will promptly furnish to Company a complete record of any and all ideas, discoveries, inventions, writings and improvements, whether or not patentable or copyrightable, which Employee solely or jointly with others may conceive or reduce to practice during employment with Company or its Affiliates.
5. Employee agrees to assign and hereby does assign to Company or its nominee Employee's entire right, title, and interest in and to all ideas, discoveries, inventions, writings and improvements coming within the scope of Paragraph 4.

- (a) that relate in any way to the Field of Activity; or
- (b) that are suggested by or result from any work performed by Employee for Company; or
- (c) that relate in any way to the business or activities of Affiliates of Company with business interests in the Field of Activity.

together with any and all domestic and foreign patent rights and copyrights in such ideas, discoveries, inventions, writings and improvements. Employee agrees to execute various documents and to do anything else properly requested by Company at any time during or after employment with Company to secure such rights.

6. Company does not wish to receive from Employee any confidential or proprietary information of a third party to whom Employee owes an obligation of confidence. Accordingly, Employee represents and warrants that any information Employee provides to Company is not in any way confidential or proprietary.
7. This Agreement shall inure to the benefit of and be binding upon Company, its successors and assigns, and upon Employee's heirs and legal representatives.
8. By accepting a transfer to an Affiliate of Company, Employee agrees to the automatic assignment of this Agreement to said Affiliate contemporaneously with the acceptance of such transfer.
9. This Agreement may be modified, superseded or amended only in writing signed by an authorized representative of Company or an Affiliate and by Employee.
10. Because Employee may work in various locations and to eliminate potential uncertainty over the governing law, this Agreement shall be interpreted and construed in accordance with the laws of the State of Texas. Should any portion of this Agreement be held judicially invalid, unenforceable, or void, such holding will not have the effect of invalidating or voiding the other portions of this Agreement not so declared or any part thereof, the parties hereby agreeing that the portion so held to be invalid, unenforceable, or void shall be deemed amended, reduced in scope or deleted to the extent required to be valid and enforceable in the jurisdiction of such holding.
11. "Affiliate" as used herein means any entity which now or in the future directly or indirectly controls, is controlled by, or is under common control with Company, where "control" in relation to a corporation means the direct or indirect ownership of at least fifty percent of the voting securities.

SCHLUMBERGER TECHNOLOGY CORPORATION

By: *Ray J. Fard*

Title: 4 October 2001

Read, understood, accepted and agreed to:
Employee

By: _____

Date: _____

Exhibit B

Timeline of Events:

- July 14, 2005: Assignment, Declaration and Power of Attorney mailed to Dr. Card's last know address
- July 29,2005: Package of July 14, 2005 redirected to Emerald Garden Lane and returned.
Letter marked "Moved, wrong address" from United States Postal Service.
- August 2, 2005: Colleague of Dr. Card writes him inquiring as to his whereabouts. No reply is received.

Express mail package (EV05 8371 932US) forwarded to last know address.
- August 8,2005: Express mail package (EV05 8371 932US) returned as undeliverable.
- August 18,2005: Internet search for Dr. Card preformed, and a fax number is discovered.
Communication sent to Dr. Card's attention at this fax number. No reply received.

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Track & Confirm

Search Results

Label/Receipt Number: EV05 8371 932U S

Detailed Results:

- Delivered, August 08, 2005, 9:06 am, RIDGEFIELD, CT 06877
- Notice Left, August 06, 2005, 10:03 am, RIDGEFIELD, CT 06877
- Enroute, August 05, 2005, 1:16 pm, STAMFORD, CT 06910
- Enroute, August 04, 2005, 7:14 pm, HOUSTON, TX 77205
- Forward Expired, August 04, 2005, 8:31 am, SUGAR LAND, TX
- Notice Left, August 03, 2005, 11:49 am, SUGAR LAND, TX 77479
- Arrival at Unit, August 03, 2005, 9:59 am, SUGAR LAND, TX 77479
- Enroute, August 03, 2005, 6:36 am, HOUSTON, TX 77205
- Enroute, August 02, 2005, 7:01 pm, STAMFORD, CT 06910
- Acceptance, August 02, 2005, 5:50 pm, RIDGEFIELD, CT 06877

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